



PROFESSIONAL SERVICES AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **ARKK Engineers, LLC** (the “Professional”), located at **7322 Southwest Freeway Suite 1040, Houston, TX 77074** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

- 1. Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **final design, easement acquisition and construction phase services related to the FM518 Waterline Replacement Project (CIP#WT1904G)**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.
- 2. Term and Termination:** This Agreement shall commence on **January 1, 2025** and shall expire on **January 1, 2027**. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
- 3. Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$639,517** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
- 4. Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—

exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the “Parties”) agree that if Professional is late in performing any service designated as **Time Critical** on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional’s delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional’s delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Professional hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional’s behalf Professional’s moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.

8. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.
9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL**

OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.

22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City's acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.

30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Profession (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____, *(date to be filled in by City Secretary)*

ARKK ENGINEERS, LLC - "Professional"

Madhu Kilambi

Madhu Kilambi, P.E.

CITY OF LEAGUE CITY - "City"

John Baumgartner

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(38 pages, including this page)

See Next 37 pages...

EXHIBIT "A"

GENERAL OVERVIEW & SCOPE OF SERVICES

GENERAL OVERVIEW

This proposal is based on our understanding of the project as discussed in our previous meetings and conversations. ARKK previously completed the Preliminary Engineering design phase services for this project under a separate contract. This proposal consists of providing Final Design and Construction phase services for the project as outlined in the 30% Design Submittal Report and as previously discussed with City staff.

The project involves replacing approximately 6,250 linear feet of existing 8" and 10" diameter water lines along the north side of FM 518 (TxDOT R.O.W.) with a new 12" diameter PVC water line. The replacement limits are from the east side of State Highway 3 to the west side of FM 270 (Egret Bay Blvd). The proposed water line is anticipated to be installed primarily by trenchless construction methods and will be parallel to the alignment of the existing water line. In addition to the main replacement, the project also includes replacement of branching and crossing lines, installation of new fire hydrants, and reconnecting existing services.

The proposed 12" water line crosses an existing railroad track (Union Pacific Railroad), and there is an aerial crossing over Robinson Bayou (Clear Creek). It is anticipated the existing piers/footings for the aerial crossing will be utilized and only the aerial pipe section will be replaced. To this end, a U.S. Army Corps of Engineers (USACE) permit may not be required for this aerial crossing – however, this proposal includes a budget for USACE permitting and will only be authorized if requested by the City. In addition, coordination with TxDOT and Union Pacific Railroad (UPRR) will be required for permitting and approval to install the proposed water line across their right of way.

Due to the limited TxDOT Right-of-Way and presence of multiple existing utility lines, the proposed water line will be primarily located within a proposed 10' Water Line Easement adjacent to the north ROW line. Based on the 30% design, it is estimated there are 27 parcels requiring a new easement. As discussed with City staff, ARKK will utilize a subconsultant to provide easement acquisition services (including negotiations and appraisals) for 20 of the proposed 27 easements. The City of League City will utilize City staff to obtain the other 7 easements internally. This proposal also includes services to prepare the proposed easement documents.

The construction budget allocated for the 12" water line replacement is approximately \$3 million (includes a 25% construction contingency). This does not include costs associated with easement acquisition. As discussed with City staff, the water line replacement will be designed and bid as two separate construction packages. A breakdown of the two packages is as follows:

- **Bid Package No. 1** includes the east half of the project limits from Reynolds Avenue to FM 270. The total footage of the water line replacement in this package is 3,150 L.F. at an estimated construction cost of \$1.5 Million.
- **Bid Package No. 2** includes the west half from SH 3 to Reynolds Avenue. The total footage of the water line replacement in this package is 3,050 L.F. at an estimated construction cost of \$1.5 Million.

The City of League City will provide a project inspector to observe the progress of construction for both the construction packages. Therefore, construction inspection services by ARKK Engineers' personnel are not included in the engineering scope of services for the project. Construction materials testing services are also not included, as we understand that the City will contract directly with a material testing firm during construction.

This proposal addresses the engineering services ARKK Engineers will provide to the City during the design and construction phases, including such services as geotechnical engineering, tree protection, plan reproduction, permitting, and miscellaneous services that may be required for the project.

SCOPE OF SERVICES

I. BASIC SERVICES

1. Final Design Phase Services (*Two Bid Packages)

- ***The final design services as noted below will be independently provided for both Package 1 and Package 2.***
- Proceed with the final engineering design based on input/direction from the City during the 30% Design Meeting and plan review for the project.
- Obtain information on the existing private utilities (gas, electric, cable, pipelines, etc.) for the project areas. Coordinate with utility franchise owners on relocation as needed.
- Obtain available record drawings on water lines designated for replacement from the City.
- Coordinate with the City during the design phase and incorporate City comments into the plans and final design documents.
- Coordinate and submit plan drawings to the utility and pipeline companies for review and comments.

- Perform field reconnaissance of the project areas to obtain information on surface features and other information that could impact construction of the proposed water line.
- Meet with construction contractors and review constructability options available for the proposed water line.
- Prepare an engineering cost estimate for the project at the 60%, 90%, and 100% completion stages.
- Prepare and submit to City 60% bid document package comprised of PDF copies of plan drawings and list of technical specifications for the water line replacement project.
- Incorporate comments from the City and the private utility companies and pipeline companies into the bid documents.
- Prepare and submit to City 90% bid document package comprising of PDF copies of plan drawings and specifications for the water line replacement project.
- Coordinate with the pipeline companies and obtain a letter of no objection from the pipeline companies for the construction of the water line.
- Incorporate comments from various entities into the final bid documents. Finalize the bid document package comprised of PDF copies of plan drawings and specifications for the water line replacement.
- Furnish two (2) sets of half size plans and specifications to the City.

2. Bid Phase Services (*Two Bid Packages)

- ***The bid phase services as noted below will be independently provided for both Package 1 and Package 2.***
- Assist the City in obtaining bids for the project. The City of League City will advertise the project and will absorb all related advertising costs. ARKK will coordinate with the City and will assist in developing the wording of the advertisement.
- Dispense construction documents via the CivCastUSA online plan room (by Amtek USA) to prospective bidders.

- Conduct a pre-bid conference for potential bidders. Prepare meeting agenda and minutes summary.
- During the bidding phase for the project, provide information to, and answer questions from prospective bidders regarding the project.
- Prepare addendums to the contract as necessary for the project.
- Prepare bid tabulation for the projects. Check the bids for mathematical errors and/or bid irregularities.
- Evaluate the bid results and the qualifications of the apparent low bidder, and advise the City as to the acceptability of the apparent low bidder for the project.
- Prepare an engineering letter of recommendation for City Council award of the construction contract for the project.
- Prepare maximum three (3) copies of conformed Project Manual for Contractor's agreement with City.

3. Construction Administration Services (*Two Bid Packages):

- ***The construction administrative services as noted below will be provided independently for Package 1 and Package 2.***
- Provide maximum five (5) copies of half size conformed Plans and Project Manual for City and Contractor's use during construction.
- Conduct a pre-construction conference for the project.
- Assist the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the specifications.
- Prepare change orders as necessitated by field conditions.
- Respond to Request for Information (RFI) by the Contractor.
- Review the contractor's pay estimates and make payment recommendations to the City based on information and input provided by the City of League City's site representative.

- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. The City will be providing a site representative to observe the progress of work during construction.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a Substantial Completion walkthrough with City Staff and Contractor and prepare a punch list.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Engineer shall provide a PDF set of Record Drawings based on the red-line marked up as-built drawings provided by the Contractor.

II. **ADDITIONAL SERVICES**

1. **Geotechnical Services (One Report for both bid packages)**

- ARKK will utilize services of Geotest Engineering, Inc. to provide geotechnical services for the project.
- Obtain soil borings and geotechnical information on the project area. Provide a geotechnical engineering report summarizing the findings and recommendations.
- Due to the trenchless nature (limited excavation) of the proposed water line replacement, soil borings will be taken across the project area at selected locations to provide an overall representation of project area's geotechnical conditions. A budget for performing 13 borings at an average depth of 15 feet per bore (total vertical footage is 195 V.F.) is included in this proposal.

2. Urban Forester Services (For Two Bid Packages)

- ARKK will utilize services of C.N. Koehl Urban Forestry to provide tree inventory and protection plan services for the project.
- Visit the project areas to determine necessary tree protection measures and include details, specifications and pay items in the contract documents.
- Prepare tree protection and preservation measures to be implemented during the construction process.
- Submit the tree protection drawings for review by City's Urban Forester.
- Coordinate with the City's Arborist for review and comments.

3. TxDOT Permitting (For Two Bid Packages)

- Coordinate with Texas Department of Transportation for improvements performed in their right-of-way (FM 518) and apply for approval for utility improvements within the right-of-way.
- A separate application and permit approval will be obtained for each bid package.
- Furnish documentation to TxDOT for their review and the issuance of a permit. The construction contractor will then submit pertinent documentation during the construction phase and obtain final approval to proceed with construction.
- Obtain permit amendments as necessary due to potential delays with construction schedules.

4. Union Pacific Railroad (UPRR) Permitting (Bid Package No. 2)

- Coordinate with Union Pacific Railroad for approval to construct proposed water line across UP Railroad tracks.
- A budget is included in this proposal for UPRR encroachment application fees and permitting fees.

5. U.S. Army Corps of Engineers (USACE) Permitting (Bid Package No. 1)

- ARKK will coordinate with a sub-consultant for performing environmental services. Terracon will coordinate with the United States Army Corps of Engineers for the water line aerial crossing across Robinson Gully.

- Subconsultant will review pertinent information to determine appropriate level of USACE permitting and/or coordination required for the project.
- Subconsultant will furnish documentation to USACE for their review and the issuance of a permit.

6. Storm Water Pollution Prevention Plan (For Two Bid Packages)

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) for each bid package in accordance with the Texas National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from construction.

7. Easement Acquisition Services

- Prepare surveying metes-and-bounds property descriptions and easement exhibits of up to 27 parcels for the proposed easement acquisition.
- Land acquisition specialist to perform services to assist the City of League City with acquiring easements on twenty (20) parcels, including but not limited to, acquisition, negotiation, preparation of offer letters, and settlement/closing.
- Provide appraisals of the twenty (20) parcels by a licensed appraiser who will determine the fair market value of the property to be acquired.
- Easement acquisition services to obtain the seven (7) parcel easements with Bid Package No. 1 to be performed internally by City staff.

8. Miscellaneous Project Expenses Budget

- A budget not to exceed \$2,500 is proposed for the project's miscellaneous expenses.
- Costs for reproduction of plans and specifications will be invoiced under this item.
- Costs for advertising on Civcast portal will be invoiced under this item.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction. Cost for mileage will be invoiced using this item.

9. Subsurface Utility Engineering (SUE) Services Budget

- Due to the nature of work and the number of existing petrochemical pipelines located within the project limits, it is recommended that a budget for performing SUE services and hydro-excavation be allocated by the City.
- The findings from the SUE services will be utilized to aid with the water line replacement design and obtaining approvals from the pipeline companies.
- This item will not be utilized unless approved by the City of League City staff.

10. Miscellaneous Design Services Budget

- Due to the nature of work and the magnitude of this project, it is recommended that a budget for miscellaneous services be allocated by the City. This item will not be utilized unless approved by the City of League City staff.

11. Construction Support Services Budget

- A budget not to exceed \$19,500 is proposed for construction support services beyond the normal Construction Administration services.
- Provide construction support services by ARKK's staff to aid the City's project team during the construction phase. Meet with City staff and the contractor to resolve site-specific issues in the field as necessary.
- Attend progress meetings during construction.
- Provide additional engineering and technical office personnel support during construction. These office personnel, consisting of professional engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.

EXHIBIT "A-1" - FEE

Basic Services:

Final Design (Package 1): Lump Sum amount of:	\$ 86,750.00*
Final Design (Package 2): Lump Sum amount of:	\$ 86,750.00*
Bid Phase Services (Package 1): Lump Sum amount of:	\$ 6,750.00
Bid Phase Services (Package 2): Lump Sum amount of:	\$ 6,750.00
Construction Administration (Package 1): Lump Sum amount of:	\$ 34,750.00
Construction Administration (Package 2): Lump Sum amount of:	<u>\$ 34,750.00</u>
Sub-Total	\$256,500.00

Additional Services:

Geotechnical Services: Cost plus 10%	\$ 26,202.00*
Urban Forester Services: Cost plus 10%	\$ 8,895.00*
Storm Water Pollution Prevention Plan: lump sum amount of:	\$ 9,500.00*
Easement Survey & Document Preparation: Cost plus 10%	\$ 83,820.00*
Easement Acquisition & Appraisal Services (20 parcels): Cost plus 6%	\$169,600.00
Easement Acquisition Coordination: lump sum amount of:	\$ 9,500.00
USACE Permitting (Budget): Cost plus 10%	\$ 15,000.00
TxDOT Permitting (Two Permits): lump Sum amount of:	\$ 6,500.00
UPRR Permitting: lump Sum amount of:	\$ 5,500.00
**UPRR Permitting Fees (Budget):	\$ 10,000.00
**Miscellaneous Project Expenses Budget: Cost plus 10%	\$ 2,500.00
**SUE Services Budget: Cost plus 10%	\$ 10,000.00
**Miscellaneous Design Services: Hourly, Not to Exceed	\$ 8,000.00
**Construction Support Services: Hourly, Not to Exceed:	<u>\$ 18,000.00</u>
Sub-Total	\$383,017.00

TOTAL FEE \$639,517.00

*Time critical tasks, totaling \$301,917 to be completed in 270 days excluding City and other agency review and approval periods.

**At this time the magnitude of this task is not known. Therefore, budgetary amount is provided. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have an under run, or funds from the miscellaneous services line item or by contract amendment.

EXHIBIT "A-2"

RATE SCHEDULE

<u>Employee Classification</u>	<u>Billing Rate per hr</u>
Senior Project Manager	\$250.00
Project Manager	\$160.00 – \$200.00
Project Engineer	\$100.00 – \$150.00
Senior Designer	\$125.00 – \$175.00
CADD Operator	\$ 100.00 – \$150.00
Construction Manager	\$160.00 – \$200.00
Site Representative/Construction Administrator	\$100.00 – \$125.00

Hourly billed services will be invoiced based on direct labor costs (raw salary) times a multiplier of 2.99. Reimbursable Expenses will be charged at cost plus 10%. Company Principals acting in the role of Senior Project Manager will bill at the Senior Project Manager's rate. Mileage will be charged at the prevailing federal rate.

EXHIBIT "A-3"

SUBMITTAL SCHEDULE

The following schedule is to complete in 285 days the design phase of the project, which is two (2) design packages. The following is a submittal schedule estimate for each design milestone:

60% Design Milestone

- 150 Days to complete from Notice to Proceed Date
- Authorize geotechnical and urban forestry services

90% Design Milestone

- 75 Days to complete from the approval of 60% submittal by City
- Submit to Union Pacific Railroad for review
- Submit to TxDot for review

100% Design Milestone

- 60 Days to complete from the approval of 90% submittal by City

Bid Phase

- 75 Days is estimated for each bid package

Construction Phase

- 210 Days is estimated for each bid package

*Due to the location of the project in TxDOT right of way and required easement acquisition by City, the actual time line for some of the above tasks are not known and may change. ARKK will coordinate with City staff on these items as they arise.



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140645199

November 17, 2023

Mr. Doug Bradford, P.E.
Project Manager
ARKK Engineers, LLC.
7322 Southwest Freeway, Suite 1040
Houston, Texas 77074

**Re: Proposal for Geotechnical Services
City of League City Water Line Replacement Project –
FM518 from Hwy3 to FM270
City of League City, Texas**

Dear Mr. Bradford:

In accordance with your request on November 14, 2023, Geotest Engineering, Inc., is pleased to submit this proposal for the referenced project. Based on the provided information, we understand that the scope of the project includes construction of approximately 5,800 LF 12-inch waterline replacement in City of League City, Texas. The waterline connects to the existing water line at Hwy3 and crossing rail road with steel casing to N. Michigan Ave and from N. Iowa Ave. crossing Briarglen Drive with steel casing connecting to existing water line replacement near FM270 along FM518, the project also includes water line replacement crossing Kansas Ave. The proposed water line will be installed by trenchless method of construction.

Purpose and Scope

The purpose of this investigation is to explore subsurface soil and water level conditions for the proposed water line in City of League City, Texas. The scope of this investigation is based on the information provided to us in your email on November 14, 2023, and will include the following tasks:

- Calling Texas 811 and coordinating with utility locators to get areas for the proposed borings cleared.
- Prepare and submit TxDOT ROW permit.
- Perform pavement coring at each boring location.

- Drilling and sampling a total of thirteen (13) soil borings each to a depth of 15 feet. The Proposed Boring Program is shown on the Proposed Plan of Borings, Figure 1.
- Grouting all boreholes using non-shrink cement bentonite grout after completion of drilling and water level measurements. The use of cement bentonite grout will eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings.
- Performing appropriate laboratory tests on selected representative soil samples to develop the engineering properties of the soil.
- Perform engineering analyses to develop geotechnical recommendations for the design and construction of the proposed water line including excavation stability, bedding and backfill, groundwater control, and construction considerations.
- Prepare a geotechnical investigation report including field and laboratory data and geotechnical recommendations.

It is our understanding that your surveyors will tie-in our borings after completion of the drilling.

Project Schedule

We should be able to start the fieldwork within one (1) week after receiving your written authorization. It is estimated that the fieldwork will be completed in about one (1) weeks barring bad weather. The laboratory tests will be completed in about four (4) weeks. A geotechnical report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about ten (10) weeks after receiving the NTP.

Cost

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses and geotechnical report will be a lump sum amount of \$23,820.00. The cost breakdown given in Attachment No. 1 is for additional

information only. The invoices will be billed on Lump Sum basis based on percent completion. This cost is based on the assumption that no site clearance will be required.

We appreciate the opportunity to propose on this project. We hope that this proposal meets your approval. If you have any questions, please call us at (713) 266-0588. Please indicate your formal acceptance by signing one copy of this letter in the space below and returning one original to us.

Sincerely,
GEOTEST ENGINEERING, INC.
TBPE Registration No. F-410



Xiaoyan C. Zhao, E.I.T.
Assistant Project Manager



Naresh Kolli, P.E.
Sr. Project Manager

NK\xz
Copies Submitted: (1-PDF)
Enclosure: Attachment No. 1 – Cost Breakdown
Figure 1- Proposed Plan of Borings
PC38\Geotechnical\Proposals\40645199.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

**ATTACHMENT NO. 1
 COST BREAKDOWN**

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Amount</u>
<u>Field Investigation</u>				
Mob and Demob of Truck Mounted Drilling Rig	1	LS	\$400.00	\$400.00
Drilling and Continous Sampling (0'-20')	195.0	ft.	\$24.00	\$4,680.00
Grouting of Completed Bore Holes	195.0	ft.	\$8.00	\$1,560.00
Pavement Coring	13.0	ft.	\$106.00	\$1,378.00
Utility Clerance for Boring Locations,Marking borings and Field Coordination	6.0	hr.	\$80.00	\$480.00
Traffic Control Cost - TMA Truck	3.0	day	\$1,600.00	\$4,800.00
TxDOT Permit Appication	6.0	hr.	\$105.00	\$630.00
			Subtotal	\$13,928.00
<u>Laboratory Testing</u>				
Liquid and Plastic Limits	20	ea.	\$60.00	\$1,200.00
Moisture Content Only	82	ea.	\$9.00	\$738.00
Percent Passing No. 200 Sieve	20	ea.	\$50.00	\$1,000.00
Unconsolidated Undrained Triaxial Compression	16	ea.	\$69.00	\$1,104.00
			Subtotal	\$4,042.00
<u>Engineering Services</u>				
Sr. Engineer	2	hrs.	\$185.00	\$370.00
Project Engineer	4	hrs.	\$150.00	\$600.00
Staff Engineer	40	hrs.	\$115.00	\$4,600.00
Support Personnel, Word Processing	4	hrs.	\$70.00	\$280.00
			Subtotal	\$5,850.00
			Total	\$23,820.00

Proposal No.:1140645199

Legend

- Boring
- Untitled Path

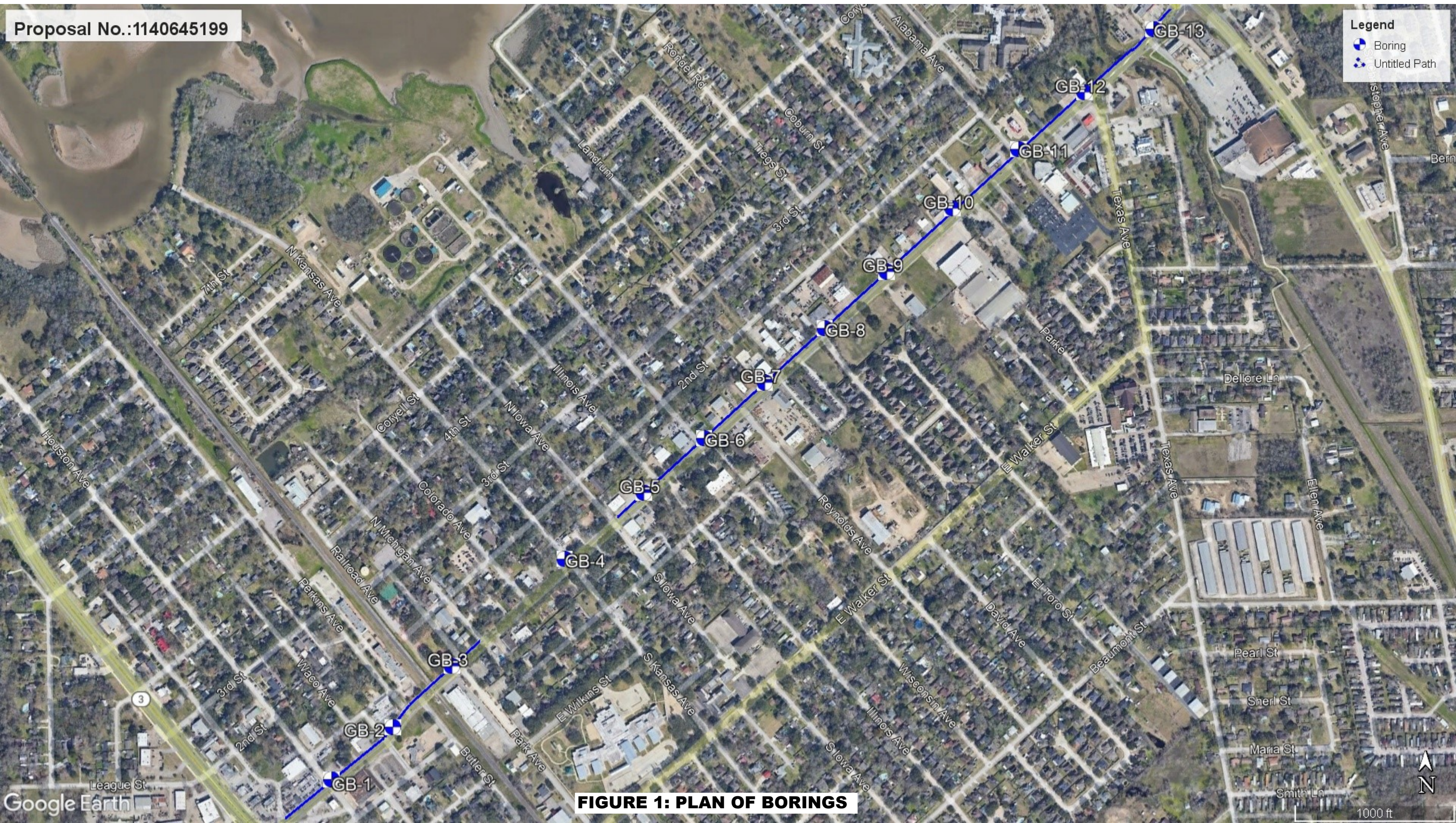


FIGURE 1: PLAN OF BORINGS

November 10, 2023

Mr. Doug Bradford, P.E.
 ARKK Engineers
 7322 Southwest Freeway, Suite 1040
 Houston, Texas 77074

Re: Proposal for Urban Forestry Consulting Services on the City of League City FM 518 Water Line Project (Hwy 3 to FM 270).

Dear Mr. Bradford,

As per your request, C.N. Koehl Urban Forestry, Inc. proposes to provide technical assistance for tree preservation/protection during design of the City of League City FM 518 Water Line Project (Hwy 3 to FM 270) (approximately 6,400 l.f.). Our tree preservation planning will help to ensure long term tree survival and continued growth, and also address trees that could lose too much structural root system, jeopardizing their structural integrity. We look forward to providing you and the City of League City the technical assistance needed for successful tree preservation. We are willing to provide services in whatever capacity you and the City deem appropriate. However, the following scope of services has worked well on similar projects in the past.

PHASE 2 – SERVICES FOR PROJECT DESIGN

Field Evaluation/Site Visit

We will walk both sides of each street where construction is proposed to evaluate the specific impacts of proposed construction design and the preservation feasibility of each tree. We will confirm the surveyed location of each tree and approximately locate any trees that may be impacted that were not picked up by surveyor. Proposed construction activity adjacent to each tree will be evaluated to determine impacts on long-term tree survival and structural integrity. The field evaluation/site visit will be scheduled in conjunction with our preliminary Tree Preservation Plan.

Fee for Field Evaluation/Site Visit

-Degreed Urban Forester	
8.0 hours @ \$140.00/hour.....	\$1,120.00
-Field Tech (Accompany Forester for Safety)	
8.0 hours @ \$95.00/hour.....	\$760.00
-Mileage	
110 miles @ \$0.60/mile.....	\$66.00

60% Submittal Tree Preservation Plan

The plan and profile drawings, provided by the engineer, will be reviewed between the 30 and 60 percent submittals, to determine treatment for each tree. Each tree will be numbered on the drawings. A tree treatment schedule will list each tree by number, species, diameter, condition, and recommended treatment. Each tree (public and private) adjacent to construction activity will be evaluated to ensure that construction activity will not destroy too much of the structural root system. Should we find any conflicts with proposed construction we will make recommendations for minor design changes or for removal of the tree. Recommendations for minor design changes, such as using zero curb cutback, maximum sidewalk slope or alternative sidewalk surface will be redlined on plan and profile drawings copied to our Tree Submittal Form with a brief description of recommended changes and e-mailed to your office. Design change recommendations can then be reviewed by engineer and client to determine feasibility.

After we receive your comments on our design change recommendations we will develop an Autocad drawn tree protection plan which will identify the mitigative and protective treatments needed to ensure long term tree survival. Plan and profile drawings, provided by the engineer, will be used to indicate each tree by number, and exact location of preservation treatments (protection fencing, root pruning trench, alternative sidewalk surfaces, Zero Curb cutback, etc.). A specification, addressing tree protection, will be provided to address all recommendations made in the treatment schedule and on the plans. Any replacement planting that may be necessary to comply with Tree Ordinance will be included on the tree protection plan and a specification section provided. Details for tree treatments will be included in the tree protection plan. Quantity totals and cost estimates for each tree treatment will be provided. The preliminary tree protection plan, specifications, and quantity totals and cost estimates will be emailed to you so that your staff may use the specs and quantity estimates as needed and plot the tree protection plan as it is needed. The tree protection plan will include our logo with a signature line, which we provide a signed PDF file at the mylar stage. The preliminary tree protection plan, specifications and quantity/cost estimate can be included in your 70% and/or 90% submittal so that the City's staff can review our plan and provide comments prior to the final submittal. We will need 15-18 business days to schedule and complete the field evaluation and preliminary tree protection plan.

Fee for 60% Submittal Tree Protection Plan

23.0 hours @ \$140.00/hour..... \$3,220.00

90% Submittal Tree Preservation Plan and Specifications

We will review the construction design between the 60% and 90% submittal, following comments from the City on recommendations made in the 60% submittal, to ensure that any design changes that may have been made are incorporated into the final tree protection plan. Changes necessary to the tree protection plan will be completed in the DWG drawings and resubmitted to engineer for final plotting. Quantity/Cost estimates, and specifications will be finalized and forwarded to engineer for inclusion in project. We will need 7-10 business days to schedule and complete the Final Evaluation and Plan.

Fee for 90% Tree Preservation Plan and Specifications
8.0 hours @ \$140.00/hour..... \$1,120.00

Final Evaluation/Tree Preservation Plan and Specifications

We will review the construction design just prior to the final submittal, following comments from the City on recommendations made in the 90% submittal, to ensure that any design changes that may have been made are incorporated into the final tree protection plan. Changes necessary to the tree protection plan will be completed in the DWG drawings and resubmitted to engineer for final plotting. Quantity/Cost estimates, and specifications will be finalized and forwarded to engineer for inclusion in project. We will need 7-10 business days to schedule and complete the Final Evaluation and Plan.

Fee for Final Tree Preservation Plan and Specifications
6.0 hours @ \$140.00/hour..... \$840.00

Drafting AutoCAD (DWG) files of Tree Preservation Plan

We do have AutoCAD capabilities and will provide a CAD drawn document. We will need the electronic files of proposed construction in DWG format. We will use the project title block and insert plan drawings at a 1:40 scale, double banked on each sheet, similar to most traffic control plans. Tree treatment schedule will be included on each sheet which will call out treatments for each specific tree. This format typically allows us to fit approximately 1,200-1,500 l.f. per plan sheet, which would give us 7-8 sheets on this project. Two sheets with project details will also be included, which would give us a total of 9 to 10 sheets. Signed PDF file of the drawings will be emailed or uploaded to FTP site, so that you may plot the files as you need them. CAD drafting will be completed in conjunction with the Preliminary and Final Plans. No additional time required.

Fee for Drafting DWG files of the Tree Preservation Plan
16.0 hours @ \$60.00/hour..... \$960.00

Total Phase 2 Fees

Urban Forestry Services for development of Tree Protection Plan.....\$7,126.00

Drafting Services Fee for DWG files.....\$960.00

Total Fee for CAD drawn Tree Protection Plan.....\$8,086.00

We have utilized the services contained in this proposal on similar projects for The City of West University Place Infrastructure Replacement Program, City of Houston Neighborhood Street Reconstruction Program, City of Houston Surface Water Transmission Program, City of Missouri City Street Reconstruction, City of Friendswood Street Reconstruction, City of Piney Point Street Reconstruction, City of Humble Street Reconstruction, City of Texas City Street Reconstruction, City of Southside Place Street Reconstruction and numerous City of Houston waterline and sewer projects in the past.

It is our goal to provide you the most effective, efficient, and value added services we can provide. We are willing to provide services in whatever capacity you deem appropriate, be it all services outlined herein, or a desired few. All fees included in this proposal should be considered not to exceed fees, as we will invoice only for time and mileage needed in each step. Time will be invoiced at \$140.00/hour for urban forestry consultant, \$60.00/hour for draftsman and mileage at \$0.60/mile.

If this proposal meets with your approval and you would like to retain our services, please forward your standard agreement or a notice to proceed, and we will schedule the work to meet your project submittals. We greatly appreciate the opportunity to present this proposal and look forward to working with you on this project. Please let me know if you have any questions or find any changes that would better meet your needs on this project.

Respectfully submitted,

A handwritten signature in blue ink that reads "Craig N. Koehl". The signature is written in a cursive style with a large initial "C".

Craig N. Koehl
Urban Forestry Consultant



Ally General Solutions, LLC
dba AGS Engineering & Construction
7070 West 43rd St., Ste. 203
Houston, Texas 77092
Phone: (281) 888-7682
TX Engineer Firm No. 13574
TBPELS Firm No. 10194392
Certified: DBE/SBE/MBE/HUB/8(A)

November 16, 2023

Mr. Doug Bradford, P.E.
Project Manager
ARKK Engineers
7322 Southwest Fwy., Ste. 1040
Houston, Texas 77074
david.kasper@arkkengineers.com
713-400-2755

RE: Waterline Easements FM 518 from SH 3 to FM 270, League City, Galveston County, Tx

Dear Doug:

Ally General Solutions, LLC (AGS), would like to thank Arkk Engineers for the opportunity to work and partner on this project. AGS will prepare a proposed waterline easements as depicted on the Autocad Drawing provided. The proposed waterline easement will substantially comply with the current Texas Society of Professional Standards and Specifications for a Category 1A, Condition II.

AGS will have Title Houston provide Abstractor's Certificates for the existing parcels requiring proposed waterline easements. The abstractor's certificate will identify the current vesting ownership, lien holders, and any easements of record for pipelines, utilities, etc. The abstract certificate is not title insurance, and a title policy should be purchased for any land transactions.

Per the Autocad Drawing provided, thirty (30) parcels were identified. Based on our research, we found the following information (See attached PDF labeled "**Research FM 518 Waterline Esmt**"):

- Total of twenty nine (29) parcels

Optional Elimination:

- A-Two (2) Tracts have 10' Utility Easements dedicated by plat
 - Recorded under Clerk File No.'s 2017073880 and 2018013696
- B-Three (3) Tracts are owned by League City
 - Recorded under Clerk File No's 2016031061, 2016033113, and Park – Volume 217, Page 9 G.C.D.R.
- C-One (1) Tract appears to be a dedicated ROW – Railroad Avenue
 - (recorded under Volume 217, Page 9 G.C.D.R.)
- D-Union Pacific Railroad
 - Need to determine if an easement will be granted or RR permit only for construction of the Waterline will only be acquired by Arkk Engineers

Right-of-Entry - AGS will send Right-of-Entry (ROE) letters to the landowners and will document in a spread sheet the status of letters being sent out, responses and non-responses. AGS will keep Arkk Engineers informed of the process and will immediately notify of landowners' refusal to ROE. AGS will make a second request for non-responses, and we will work on trying to obtain phone numbers to make contact. Based on the ROE received and grants permission, AGS will review and develop a survey plan to complete the work on the non-access properties by the adjoining accessible tracts, if applicable and/or assistance from League City personnel.

Surveying Fees:

Abstract Certificates (22):

- 21 Tracts-Under 1- acre (\$450.00 each) \$9,900.00
- 1 Tract-over 1-acres (\$600.00 each) \$ 600.00

Waterline Easements:

- 22 Tracts (\$2,350.00 each) \$51,700.00

Optional Surveying Fees (Items A & B):

Abstract Certificates (5):

- 5 Tracts-Under 1- acre (\$450.00 each) \$2,250.00

Waterline Easements:

- 5 Tracts (\$2,350.00 each) \$11,750.00

This Proposal will be done in Phases:

Phase I:

AGS will request Abstractor's Certificates to determine if any existing utility easements had been dedicated/granted along the proposed waterline easements and advise Arkk Engineers of our conclusion. Upon Arkk Engineers determination, AGS will be advised to proceed or not in preparing the waterline easement. Estimated time can vary from 2 to 3 weeks.

Phase II:

Right-of-Entry (ROE) letters will be issued upon authorization to proceed with the project. Based on the Phase I, if any tracts determined easements dedicated, and upon Arkk Engineers approval not to include the proposed waterline easement on those tracts, AGS will issue a letter notifying the owner of the existing easement.

Phase III:

Once ROE's are received, AGS will proceed to enter and survey the tract and prepare the survey map with metes & bounds for the proposed waterline easements.

Upon completion of each waterline easement, AGS will provide a signed and sealed by Registered Professional Land Surveyor. AGS will also submit an invoice based on percentage completion of waterline easements, with a net 30 days payment. Should at any time the work be stopped by Arkk Engineers, AGS will invoice percentage of effort and completion.

AGS appreciates the opportunity to submit our proposal and are certainly looking forward to working with ARKK Engineers on this project. If we can provide additional information or be of further service, please do not hesitate to contact us. Should this proposal be acceptable, please sign, date, and return a copy to me for our files (email: gcervin@ags-e-c.com). This will serve as acceptance of the terms contained herein and will serve as our written authorization to proceed.

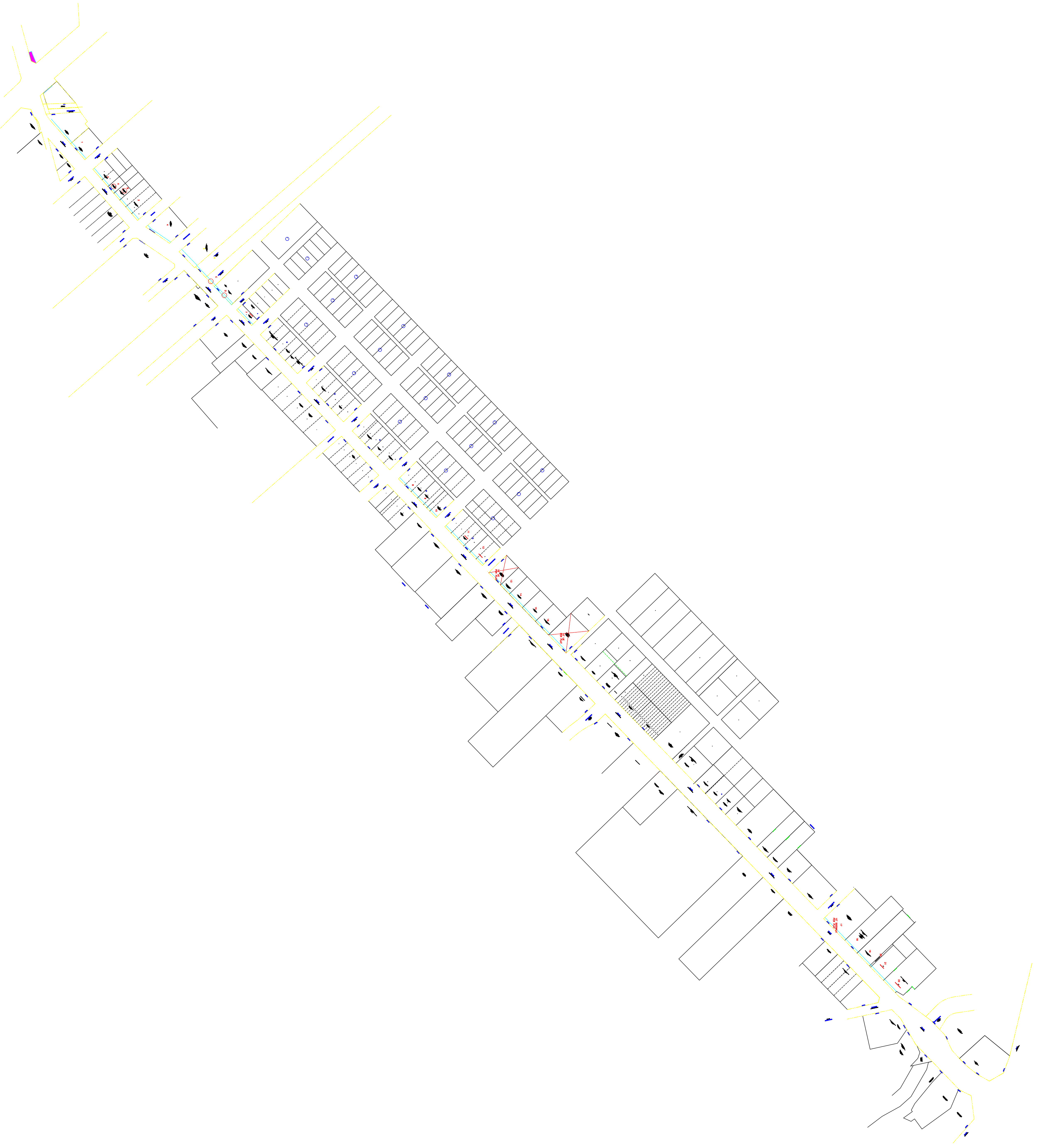
Best regards,
Ally General Solutions, LLC (AGS)

Grace Y. Cervin
Grace Y. Cervin,
RPLS Vice President/ Ally General Solutions, LLC (AGS)

IN AGREEMENT WITH ABOVE:

Mr. Doug Bradford, P.E.
Arkk Engineers

Date:





RIGHT-OF-WAY ACQUISITION SERVICES PROPOSAL

October 18, 2024

City of League City
c/o Doug Bradford
ARKK Engineers
7322 Southwest Fwy, Suite 1040
Houston, TX 77074

Re: FM 518 Waterline Project

Dear Mr. Bradford:

Below please find a proposal for the easement acquisition of 20 Parcels of land for the FM 518 Waterline Project:

Estimated Parcels	Fee Per Parcel	Total
20 (Acquisition)	\$4,000.00	\$ 80,000.00
*20 (Appraisals)	\$4,000.00	\$ 80,000.00
Total		\$160,000.00

*CBRE proposal enclosed. This proposal will not exceed the estimated \$160,000.00 without prior consent from the City of League City and ARKK Engineers. Please see the right-of-way Scope of Services attached as Exhibit "A".

We appreciate the opportunity and look forward to working with you. Please feel free to contact me at 281.773.2203 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kevin Stephenson".

Kevin Stephenson
Enclosures

Proposal and Contract for Services

October 18, 2024

CITY OF LEAGUE CITY

C/o Mr. Kevin Stephenson
RIGHT-OF-WAY SOLUTIONS, INC.
19901 Southwest Freeway
Sugar Land, Texas 77479
Phone: 281.773.2203
Email: kevin@rowsolutions.net

RE: Assignment Agreement
Easement Acquisitions
Along FM 518 between SH 3 and FM 270
League City, Texas

Dear Mr. Stephenson:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

PROPOSAL SPECIFICATIONS

- Purpose:** To estimate the Market Value of the rights to be acquired.
- Premise:** Market Value As Is
- Rights Appraised:** Fee Simple and Easement
- Intended Use:** The assist the client with determining compensation for the proposed easement acquisitions.
- Intended User:** The intended users are RIGHT-OF-WAY SOLUTIONS, INC. and the CITY OF LEAGUE CITY ("Client"), and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).
- Reliance:** Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or

CBRE, Inc.
2800 Post Oak Boulevard, Suite 500
Houston, Texas 77056
www.cbre.us/valuation

Jim Patterson, R/W-AC
Executive Vice President

by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

Inspection: CBRE will conduct a physical inspection of the subject property, as well as its surrounding environs on the effective date of appraisal.

Valuation Approaches: All three traditional approaches to value will be considered. For purposes of this proposal, it is assumed that all improvements will be restored by the contractor after construction of the water line. Therefore, no improvements will be valued within these reports. Valuation of improvements will require additional fees depending on the type of improvements impacted.

Report Type: Standard Appraisal Report
Appraisal Standards: USPAP
Appraisal Fee: 20 Parcels @ \$4,000/Parcel
 Total \$80,000

Optional Fee: Hourly Rate Fee Schedule for Expert Testimony, if necessary:

<u>Description</u>	<u>Rate</u>
Managing Director	\$350/Hour
Director	\$300/Hour
Vice President	\$250/Hour
Senior Appraiser	\$200/Hour
Associate	\$125/Hour
Administrative	\$75/Hour

Expenses: Fee includes all associated expenses

Retainer: A retainer is not required for this assignment

Payment Terms: Final payment is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. The fee is considered earned upon delivery of the draft report.

We will invoice you for the assignment in its entirety at the completion of the assignment.

Delivery Instructions: CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.

An Adobe PDF file via email will be delivered to

Delivery Schedule:	kevin@rowsolutions.net.
Preliminary Value:	Not Required
Draft Report:	30-45 business days after the Start Date
Final Report:	Upon Client's request
Start Date:	The appraisal process will start upon receipt of your signed agreement and the property specific data.
Acceptance Date:	These specifications are subject to modification if this proposal is not accepted within 3 business days from the date of this letter.

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

CBRE, Inc.
Valuation & Advisory Services



Jim Patterson, R/W-AC
Executive Vice President
As Agent for CBRE, Inc.
T 713.577.1596
jim.patterson@cbre.com

AGREED AND ACCEPTED

FOR RIGHT-OF-WAY SOLUTIONS ("CLIENT"):

_____ Signature	_____ Date
_____ Name	_____ Title
_____ Phone Number	_____ E-Mail Address

ADDITIONAL OPTIONAL SERVICES

Assessment & Consulting Services: CBRE's Assessment & Consulting Services group has the capability of providing a wide array of solution-oriented due diligence services in the form of property condition and environmental site assessment reports and other necessary due diligence services (seismic risk analysis, zoning compliance services, construction risk management, annual inspections, etc.). CBRE provides our clients the full complement of due diligence services with over 260 employees in the U.S. that are local subject matter experts.

Initial below if you desire CBRE to contact you to discuss a proposal for any part or the full complement of consulting services, or you may reach out to us at

WhitePlainsProposals@cbre.com. We will route your request to the appropriate manager. For more information, please visit www.cbre.com/assessment.

_____ Initial Here

TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement") between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the appraisal office is located for the Appraiser executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$500. Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed by client or requested to give testimony by client, produce documents or information, or otherwise required or requested by Client to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional reasonable costs and expenses, including but not limited to Appraiser's reasonable and necessary attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.
4. Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 30 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in Texas. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of the Appraiser executing this Agreement is located. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its reasonable and necessary expenses from the losing party, including costs of the arbitration proceeding, and reasonable attorney's fees. Client acknowledges that Appraiser is being retained hereunder as an

independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.

8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.
9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data or other information furnished by Client, "Client Information") and the Report prepared pursuant to the Agreement (except Client Information) are, and will remain, the property of Appraiser; provided, however, Appraiser grants Client an irrevocable license to use the Report for the sole benefit of the Client and limited to the intended use of the Report as defined in the Report.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. Appraiser verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

Proposal and Contract for Services

SPECIFIC PROPERTY DATA REQUEST

In order to complete this assignment under the terms outlined, CBRE, Inc., Valuation & Advisory Services, will require the following specific information for the property:

1. PLEASE NOTIFY US IMMEDIATELY IF ANY OTHER CBRE SERVICE LINE (INCLUDING CAPSTONE) IS INVOLVED IN THE BROKERAGE, FINANCING, INVESTMENT OR MANAGEMENT OF THIS ASSET.
2. Current title report and title holder name
3. Legal description
4. Survey and/or plat map
5. Site plan for proposed or entitled development, if applicable
6. Current county property tax assessment or tax bill
7. Details on any sale, contract, or listing of the property within the past three years
8. Engineering studies, soil tests or environmental assessments
9. Ground lease, if applicable
10. Planning/Zoning application or approval, if applicable
11. Any previous market/demand studies or appraisals
12. Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process
13. Any other information that might be helpful in valuing this property

If any of the requested data and information is not available, CBRE, Inc., reserves the right to extend the delivery date by the amount of time it takes to receive the requested information or make other arrangements. Please have the requested information delivered to the following:

Jim Patterson, R/W-AC
Executive Vice President
jim.patterson@cbre.com
CBRE, Inc.
Valuation & Advisory Services
2800 Post Oak Boulevard, Suite 500
Houston, Texas 77056

EXHIBIT "A"



RIGHT-OF-WAY

SCOPE OF SERVICES

FOR

**FM 518 WATERLINE
PROJECT**



EXHIBIT "A"

SCOPE OF SERVICES

BASIC SERVICES: This Scope of Services covers the requirements for the Consultant to furnish qualified personnel to assist the City on right-of-way related services. Services to be performed shall include, but not be limited to, acquisition, negotiations, preparation of condemnation packages, and settlements/closing. City will contract separately with appraisers, title companies, surveyors, environmental engineers, real estate and condemnation attorneys and other professional services as needed. Consultant will utilize the Client standard Acquisition schedule forms and documents.

Phase I: Project Administration

- 1 . Project Kick-Off Meeting
 - 1.1 Attend preliminary kick-off meeting with City regarding the Project to discuss project.
 - 1.2 Consultants will collect, review and verify existing information as well as other information provided by the City (and other) such as, but not limited to surveys, public and private utilities, topographical maps, right of way (ROW) acquisition/maps, record drawings, preliminary plans/drawings, other plans/drawings; and be responsible for any such information utilized in connection with services performed.
 - 1.3 Discuss project requirements and delineation of consultant responsibilities.
 - 1.4 Discuss individual parcels and their relations to the project as a whole.

2. Communication
 - 2.1 Maintain current status reports of all parcel and project activities and provide monthly or as requested by City.
 - 2.2 Provide monthly summaries of project expenses including amounts authorized, amounts paid and budget forecasting or less frequent as required by City.
 - 2.3 Attend monthly progress meetings to discuss progress, schedule, problems and resolutions or as requested by City.

3. File Management
 - 3.1 Create individual parcel files per City standards.
 - 3.2 Maintain copies of all correspondence and contacts with property owners.
 - 3.3 Prepare invoices utilizing the City standard payment submission forms with supporting documentation.
 - 3.4 Maintain records of all payments, amount, and date paid.
 - 3.5 Furnish individual parcel files to City in hard file and PDF format.

4. Appraisal Coordination
 - 1.1 Perform those duties required with the coordination of the appraisal and review appraisals to conform and obtain final approval from City.

Phase II: Land Acquisition.

4. Title services
 - 4.1 Review preliminary title commitment or preliminary title search. Cost to preliminary title will be paid by City and will not be provided in the scope of work.
 - 4.2 Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

5. Negotiations
 - 5.1 Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached.
 - 5.2 Initial contact in the form of an informational letter to each landowner describing the project and its impact upon the landowner's property.

- 5.3 Follow up on initial contact with a phone call to schedule a face-to-face meeting with the landowner if possible.
- 5.4 Prepare the initial offer letter, instruments of conveyance and any other documents required or requested by City on applicable City forms.
- 5.5 Meet in person and negotiate in "Good Faith" with the landowner to work out and obtain in an agreement and compensation that is beneficial to the owner and the City.
- 5.6 Present the written offer in person where practical, and deliver appraisal report.
- 5.7 Maintain follow up contacts and secure the necessary instrument upon acceptance of the offer for closing.
- 5.8 Respond to property owner inquiries verbally and in writing in a timely fashion.
- 5.9 Prepare a negotiator contact report for each parcel per contact.
- 5.10 Advise property owner on the Administrative Settlement process. Transmit to City any written counter offer form property owners including supporting documentation, along with a recommendation from provider.
- 5.11 When "Good Faith" negotiations fail after at least two face-to-face meetings and reasonable effort and correspondence with the landowner, the consultant will provide evidence of negotiations and correspondence and meet with the City to discuss further action.
- 5.12 When the prescribed date for an administrative offer passes without response from the landowner the consultant will prepare a condemnation file according to the City's direction and in conjunction with the City Attorney's request.
- 5.13 Prepare final offer letter, documents of conveyance as necessary.
- 5.14 Perform those duties required to secure agreements to allow the project to commence forward.
- 5.15 Perform those duties required to acquire temporary construction licenses from the landowner when required.

Phase III: Closing

6 Closing Services Settlement

- 6.1 Title services, title insurance commitments, policies, closing and escrow services and update title commitments will be provided by the Title Company selected by the City.
- 6.2 Attend closing as needed and provide closing services to support the Title Company.
- 6.3 Record all original instruments, when applicable, immediately after closing at the respective County Clerk's Office, except for donations which be forwarded to City for acceptance prior to closing.
- 6.4 Coordinate with the Title Company to secure all documents to transfer clear title to the City.
- 6.5 Prepare TREC promulgated Unimproved Property Contract, if required by the Title Company.
- 6.6 Furnish recording information and copies of recorded documents to City.
- 6.7 Assist the property owner and title company in curing the title in order to complete the transaction.

7 Closing Services – Condemnation

- 7.1 Maintain a copy of the condemned parcel. In an event of a judgment/award, consultant shall coordinate with City's right of way coordinator to obtain copies of all executed post hearing documents for the condemned parcel. (Award, Final Judgment, Deposit Letter)
- 7.2 If a settlement is agreed upon by both parties prior to condemnation, consultant shall coordinate with the City's Attorney to complete all necessary procedures to close the file.
- 7.3 Provide all closing files to the City.

Exhibit B

Applicable - See Next Pages

PSA Exhibit B

PHASE REQUIREMENTS

I. Design Phase Services must conform to the following submittal types and requirements:

A. 30% Submittals should, at a minimum, include the following: (Not Applicable -30% already completed)

1. Plans that contain the following information:
 - a. Cover Sheet
 - b. Field Survey Plan Sheet
 - c. Design Plan Sheets that show Existing Conditions and proposed concepts with the existing and proposed work clearly identified
 - d. Demo Plan
 - e. Typical Cross-Sections
2. List of preliminary Utility Conflicts and contact information for appropriate utilities.
3. Updated Design Schedule
4. Preliminary Opinion of Probable Costs (OPCC)
5. Permitting recommendations/requirements
6. Traffic Impact Analysis (if needed)
7. Draft H&H Study and/or Preliminary Engineering Report (if needed)
8. Preliminary Land Acquisition Information (if needed)
9. Preliminary Geotechnical findings (if needed)
10. Preparation of Exhibits and attendance at Public Meeting (if needed)

B. 60% Submittals should, at a minimum, include the following:

1. Plans that contain the following information:
 - a. Cover Sheet w/ index
 - b. General Notes
 - c. Sheet Layout
 - d. Typical Cross-Sections
 - e. Survey Control
 - f. Demo Plan
 - g. Grading Plan (if needed)
 - h. Tree Protection and/or Landscape Plan (if needed)
 - i. Traffic Control Plan (if needed)
 - ~~j. Proposed Drainage Area Map and calculations~~
 - k. Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street
 - l. Intersection Details
 - m. Sidewalks, Traffic Signage, & Pavement Marking Plans
 - n. SW3P Plan Sheet(s) and Details
 - o. Standard CoLC Details applicable for project
 - p. Project Specific Requirements/Details/Notes such as
 - ~~1) Electrical Plans/Details~~
 - 2) Structural Plans/Details
 - ~~3) Signal Plans/Details~~
2. Final ROW Documents for Land Acquisition (if needed)
3. Completed Geotechnical Report (if needed)
4. List of Updated Utility Conflicts and contact information for appropriate utilities.
5. List of needed Permits, draft applications for needed Permits

6. List of Technical Specifications that are needed for Project
7. Updated Design Schedule
8. Preliminary Construction Schedule
9. Updated Preliminary OPCC
- ~~10. Preparation of Exhibits and attendance at Public Meeting (if needed)~~

C. 90% Submittals should, at a minimum, include the following:

1. Updated Design Plans noted above
2. Submittal Letter addressing previous comments made on 60% Review
3. Project Manual – Spec Book, Bid forms, etc.
4. SW3P Manual with appropriate documentations/signatures as applicable
5. Updated OPCC
6. Approved Permits
7. Final List of Utility Conflicts and contact information for appropriate utilities.

D. Resubmittals

1. Phase submittals that do not comply with the requirements set forth above may be rejected in the sole absolute discretion of City. Rejected submittals must be resubmitted for review after all comments have been addressed.
- ~~2. Professional will have \$400 deducted from its Compensation for each review by City of a phase submittal after two prior reviews for that same phase.~~

II. Bid Phase Services should, at a minimum, include the following:

- A. **100% Construction Plans submitted for final City signatures (a Digital Copy w/ signed cover sheet to be submitted prior to posting for bids).**
- B. **Completed Project Manual**
- C. **Completed SW3P Manual**
- D. **Final OPCC**
- E. **Updated Construction Schedule**
- F. **Preparation of Exhibits and attendance at Public Meeting (if needed)**
- G. **Assist with the advertisement of the project (if needed)**
- H. **Address any RFI during Bid process (if needed)**
- I. **Attend and Assist in running a Pre-Bid Meeting (if needed)**
- J. **Provide Addendums to Bid Documents (if needed)**
- K. **Once Bids are opened, prepare Bid Evaluation, check references, and provide recommendation of award to City**
- L. **Print and bind three (3) sets of contracts/specifications, secure Contractor signatures and deliver signed contracts to the City for final execution.**

III. Construction Phase Services should, at a minimum, include the following:

- ~~A. Preparation of Exhibits and attendance at Public Meeting (if needed) prior to Project Start~~
- B. **Attendance at Construction Progress Meetings (if needed)**
- C. **Periodic Site Visits (minimum 1 visit per month of construction)**
- D. **Review, Track, and make recommendations related to RFIS, Material Submittals, Change Orders, etc.**
- E. **Address found Design Conflicts in the Field**
- F. **Provide paper & digital copies of As-Builts**